

**CONTRACT #4  
RFS # 305.05-017  
FA-04-15899-00**

**Department of State  
Tennessee State Library &  
Archives**

**VENDOR:  
Auto-Graphics, Inc.**

# State of Tennessee



## Department of State

Tennessee State Library and Archives  
403 Seventh Avenue North  
Nashville, Tennessee 37243-0312


**RECEIVED**

**JAN 29 2008**

**FISCAL REVIEW**

January 16, 2008

To: James White  
Executive Director, Fiscal Review Committee

From: Jeanne Sugg   
State Librarian and Archivist

RE: Request for approval of Non-Competitive Amendment

---

We request approval of an amendment to our current Auto-Graphics, Inc. contract in order to continue services for an additional year. Amendment option was included in the original contract which was entered into in 2004 as a result of an RFP process.

This contract supports the online web catalog of Tennessee Public Library holdings, the statewide interlibrary loan system, online cataloging system for the 12 Regional Libraries, and the integrated library system for the Library and Archives.

Thank you for your assistance in this matter.



STATE OF TENNESSEE  
THE SECRETARY OF STATE  
Nashville  
37243-0305

RECEIVED  
JAN 29 2008  
FISCAL REVIEW

RILEY C. DARNELL

**MEMORANDUM**

TO: The Honorable Dave Goetz, Commissioner of Finance & Administration  
FROM: *Riley C. Darnell*  
Riley C. Darnell, Secretary of State  
DATE January 16, 2008  
RE: Request for Non-Competitive Amendment

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To continue our current contract with Auto-Graphics, Inc., we request the approval of a non-competitive amendment process.

The contact was awarded through an RFP process and included the option of extending service for two one-year periods. This Amendment exercises that option for the final one-year period.

The amendment continues the current services: Public Library Web Catalog, Interlibrary Loan, and TSLA VERSO online catalog for an additional year.

The necessary forms are attached.

Thank you for your assistance in this matter.

## REQUEST: NON-COMPETITIVE AMENDMENT

APPROVED

RECEIVED

JAN 29 2008

FISCAL REVIEW

Commissioner of Finance &amp; Administration

Date:

EACH REQUEST ITEM BELOW MUST BE DETAILED OR ADDRESSED AS REQUIRED.

1) RFS #	RFS 305.05-017	
2) State Agency Name :	Department of State : Library and Archives	
EXISTING CONTRACT INFORMATION		
3) Service Caption :	Provision of a statewide public library catalog, online interlibrary loan system, cataloging system, database search portal and integrated library system for Library and Archives.	
4) Contractor :	Auto-Graphics, Inc.	
5) Contract #	FA 04-15899-00	
6) Contract Start Date :	April 1, 2004	
7) <u>Current</u> Contract End Date IF <u>all</u> Options to Extend the Contract are Exercised :	March 31, 2009	
8) <u>Current</u> Total Maximum Cost IF <u>all</u> Options to Extend the Contract are Exercised :	\$2,427,805.00	
PROPOSED AMENDMENT INFORMATION		
9) <u>Proposed</u> Amendment :	003	
10) <u>Proposed</u> Amendment Effective Date : (attached explanation required if date is < 60 days after F&A receipt)	April 1, 2008	
11) <u>Proposed</u> Contract End Date IF <u>all</u> Options to Extend the Contract are Exercised :	March 31, 2009	
12) <u>Proposed</u> Total Maximum Cost IF <u>all</u> Options to Extend the Contract are Exercised :	\$2,427,805.00	
13) Approval Criteria : (select one)	<input checked="checked" type="checkbox"/> use of Non-Competitive Negotiation is in the best interest of the state <input type="checkbox"/> only one uniquely qualified service provider able to provide the service	
14) Description of the Proposed Amendment Effects & Any Additional Service :		
As stated in base contract, Amendment extends contract services by one year: no additional services.		

**15) Explanation of Need for the Proposed Amendment :**

Proposed amendment extends library services for one year.

**16) Name & Address of Contractor's Current Principal Owner(s) :**  
(not required if proposed contractor is a state education institution)

Auto-Graphics, Inc., 3201 Temple Avenue, Pomona, California

**17) Documentation of Office for Information Resources Endorsement :**  
(required only if the subject service involves information technology)

select one:

☐

Documentation Not Applicable to this Request

☒

Documentation Attached to this Request

**18) Documentation of Department of Personnel Endorsement :**  
(required only if the subject service involves training for state employees)

select one:

☒

Documentation Not Applicable to this Request

☐

Documentation Attached to this Request

**19) Documentation of State Architect Endorsement :**  
(required only if the subject service involves construction or real property related services)

select one:

☒

Documentation Not Applicable to this Request

☐

Documentation Attached to this Request

**20) Description of Procuring Agency Efforts to Identify Reasonable, Competitive, Procurement Alternatives :**

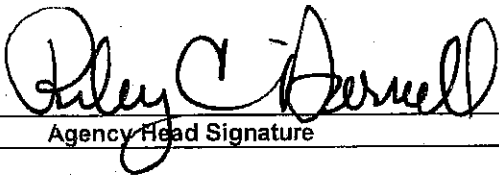
Auto-Graphics contract was awarded through an RFP process.

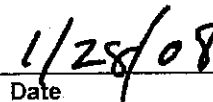
**21) Justification for the Proposed Non-Competitive Amendment :**

Original contract included the option of extending service for two one-year periods. This amendment exercises that option.

**REQUESTING AGENCY HEAD SIGNATURE & DATE :**

(must be signed & dated by the ACTUAL procuring agency head as detailed on the Signature Certification on file with OCR— signature by an authorized signatory will be accepted only in documented exigent circumstances)

  
Agency Head Signature

  
Date

081607

**FAX/EMAIL TRANSMITTAL****to Request OIR Procurement Endorsement**

<b>TO :</b>	Jane Chittenden, Director OIR Procurement & Contract Management	<b>FAX #</b> 741-6164
<b>FROM :</b>	Jack Stacy Tennessee State Library and Archives	<b>FAX #</b> 741-6471
<b>DATE :</b>	1/8/08	
<b>RFS #</b>	305.05-017	
<b>RE :</b>	Procurement Endorsement — Provision of a statewide public library catalog, online interlibrary loan system and cataloging system.	

**INFORMATION SYSTEMS PLAN PROJECT: IE20****NUMBER OF FAX PAGES (including cover) : n/a**

The nature and scope of service detailed in the attached service procurement document(s) appears to require Office for Information Resources (OIR) review and support, because the procurement involves information technology or information systems services.

This communication seeks to ensure that OIR is aware of the procurement and has an opportunity to review the matter. Please determine whether OIR is supportive of the procurement. If you have any questions or concerns about this matter, please call **Jack Stacy** at 532-4629.

**Please indicate below your response to this proposed procurement, and return this communication at your earliest convenience (note the return FAX number above).**

Thank you for your help.

Attachment(s)

**OIR Endorsement :**

*Mark Benzel (gc)*

*1/11/08*

**OIR Chief Information Officer****Date**

# C O N T R A C T   S U M M A R Y   S H E E T

12-11-07

<b>RFS #</b>	<b>Contract #</b>
<b>305.05-017</b>	<b>FA04-15899.03</b>
<b>State Agency</b>	<b>State Agency Division</b>
DEPARTMENT OF STATE	TN STATE LIBRARY & ARCHIVES
<b>Contractor Name</b>	<b>Contractor ID # (FEIN or SSN)</b>
AUTO-GRAPHICS	<input type="checkbox"/> C- or <input checked="" type="checkbox"/> V- 95-2105641.00

<b>Service Description</b>			
Provision of a statewide public library catalog, on-line interlibrary loan and cataloging system.			
<b>Contract Begin Date</b>	<b>Contract End Date</b>	<b>SUBRECIPIENT or VENDOR?</b>	<b>CFDA #</b>
April 1, 2004	March 31, 2009	Vendor	45.310

<b>Mark Each TRUE Statement</b>			
<input checked="" type="checkbox"/> Contractor is on STARS		<input checked="" type="checkbox"/> Contractor's Form W-9 is on file in Accounts	
<b>Allotment Code</b>	<b>Cost Center</b>	<b>Object Code</b>	<b>Fund</b>
305.04	27340	082	11
<b>FY</b>	<b>State</b>	<b>Federal</b>	<b>Interdepartmental</b>
2004		116,250.00	
2005		465,000.00	
2006		489,940.00	
2007		361,235.00	
2008		497,690.00	
2009		497,690.00	
<b>TOTAL:</b>		2,427,805.00	

<b>— COMPLETE FOR AMENDMENTS ONLY —</b>			<b>State Agency Fiscal Contact &amp; Telephone #</b>
<b>FY</b>	<b>Base Contract &amp; Prior Amendments</b>	<b>THIS Amendment ONLY</b>	SHERLENE HOLT 741-2683
2004	116,250.00		<b>State Agency Budget Officer Approval</b>
2005	465,000.00		
2006	489,940.00		
2007	361,235.00		
2008	497,690.00		
2009		497,690.00	<b>Funding Certification</b> (certification, required by T.C.A., § 9-4-5113, that there is a balance in the appropriation from which the obligated expenditure is required to be paid that is not otherwise encumbered to pay obligations previously incurred)
<b>TOTAL:</b>	1,930,115.00	497,690.00	
<b>End Date:</b>	March 31, 2008	March 31, 2009	

<b>Contractor Ownership</b> (complete for ALL base contracts—N/A to amendments or delegated authorities)				
<input type="checkbox"/> African American	<input type="checkbox"/> Person w/ Disability	<input type="checkbox"/> Hispanic	<input type="checkbox"/> Small Business	<input type="checkbox"/> Government
<input type="checkbox"/> Asian	<input type="checkbox"/> Female	<input type="checkbox"/> Native American	<input checked="" type="checkbox"/> NOT Minority/Disadvantaged	
<b>Contractor Selection Method</b> (complete for ALL base contracts—N/A to amendments or delegated authorities)				
<input type="checkbox"/> RFP	<input type="checkbox"/> Competitive Negotiation *	<input type="checkbox"/> Alternative Competitive Method *		
<input type="checkbox"/> Non-Competitive Negotiation *	<input type="checkbox"/> Negotiation w/ Government (ID, GG, GU)			

\* **Procurement Process Summary** (complete for selection by Non-Competitive Negotiation, Competitive Negotiation, OR Alternative Method)

**AMENDMENT 003  
TO FA-04-15899-00**

This Contract Amendment is made and entered by and between the State of Tennessee, Department of State, Division of Library and Archives, hereinafter referred to as the "State" and Auto-Graphics, Inc., hereinafter referred to as the "Contractor." It is mutually understood and agreed by and between said, undersigned contracting parties that the subject Contract is hereby amended as follows:

1. The text of Contract Section B.1 is deleted in its entirety and replaced with the following:

B.1. Contract Term. This Contract shall be effective for the period commencing on April 1, 2004 and ending on March 31, 2009. The State shall have no obligation for services rendered by the Contractor which are not performed within the specified period.

2. The text of Contract Section C.1 is deleted in its entirety and replaced with the following:

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed Two Million, Four Hundred Twenty-Seven Thousand, and Eight Hundred and Five Dollars (\$2,427,805.00). The Service Rates in Section C.3 shall constitute the entire compensation due the Contractor for the Service and all of the Contractor's obligations hereunder regardless of the difficulty, materials or equipment required. The Service Rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with the Service Rates detailed in Section C.3. The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

The revisions set forth herein shall be effective April 1, 2008. All other terms and conditions not expressly amended herein shall remain in full force and effect.

**IN WITNESS WHEREOF:**

**AUTO-GRAPHICS, INC.**

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**CONTRACTOR SIGNATURE**

**DATE**

**ALBERT FLORES - VICE PRESIDENT OF SALES**

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**PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)**



**TENNESSEE STATE LIBRARY AND ARCHIVES:**

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**JEANNE D. SUGG, STATE LIBRARIAN AND ARCHIVIST      DATE**

**DEPARTMENT OF STATE, OFFICE OF SECRETARY OF STATE:**

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**RILEY C. DARNELL, SECRETARY OF STATE      DATE**

**APPROVED:**

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**M. D. GOETZ, JR., COMMISSIONER      DATE**  
**DEPARTMENT OF FINANCE AND ADMINISTRATION**

---

**JOHN G. MORGAN, COMPTROLLER OF THE TREASURY      DATE**



**GENERAL ASSEMBLY OF THE STATE OF TENNESSEE  
FISCAL REVIEW COMMITTEE**

320 Sixth Avenue, North – 8<sup>th</sup> Floor  
NASHVILLE, TENNESSEE 37243-0057  
615-741-2564

**Rep. Charles Curtiss, Chairman**  
Representatives

Curt Cobb Donna Rowland  
Curtiss Johnson David Shepard  
Gerald McCormick Curry Todd  
Mary Pruitt Eddie Yokley  
Craig Fitzhugh, *ex officio*  
Speaker Jimmy Naifeh, *ex officio*

**Sen. Douglas Henry, Vice-Chairman**  
Senators

Doug Jackson Reginald Tate  
Bill Ketron Jamie Woodson  
Paul Stanley  
Randy McNally, *ex officio*  
Lt. Governor Ron Ramsey, *ex officio*

**M E M O R A N D U M**

TO: The Honorable Dave Goetz, Commissioner  
Department of Finance and Administration

FROM: Charles Curtiss, Chairman, Fiscal Review Committee *cc*  
Bill Ketron, Chairman, Contract Services Subcommittee *BK*

DATE: March 3, 2007

SUBJECT: **Contract Comments**  
(Contract Services Subcommittee Meeting 2/26/07)

**RFS# 305.05-017**

**Department: State Library & Archives**

**Contractor: Auto-Graphics, Inc.**

**Summary:** The vendor currently provides a statewide public library catalog, on-line interlibrary loan system, cataloging system and integrated library system for the State. This amendment increases the maximum liability by \$497,690 and extends the term of the contract an additional year, through March 31, 2008.

**Maximum liability: \$1,432,425**

**Maximum liability with amendment: \$1,930,115**

After review, the Fiscal Review Committee voted to recommend approval of the contract amendment.

cc: Mr. Riley Darnell, Secretary of State  
Ms. Jeanne Sugg, State Librarian and Archivist  
Mr. Robert Barlow, Director, Office of Contracts Review



Department of State

Tennessee State Library and Archives  
403 Seventh Avenue North  
Nashville, Tennessee 37243-0312

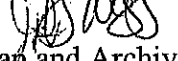
RECEIVED

FEB 02 2007

FISCAL REVIEW

January 31, 2007

To: James White  
Executive Director, Fiscal Review Committee

From: Jeanne Sugg   
State Librarian and Archivist

RE: Request for approval of Non-Competitive Amendment

---

We request approval of an amendment to our current Auto-Graphics, Inc. contract in order to continue services for an additional year. Amendment option was included in the original contract which was entered into in 2004 as a result of an RFP process.

This contract supports the online web catalog of Tennessee Public Library holdings, the statewide interlibrary loan system, online cataloging system for the 12 Regional Libraries, and the integrated library system for the Library and Archives.

Thank you for your assistance in this matter.

# REQUEST: NON-COMPETITIVE AMENDMENT

APPROVED

Commissioner of Finance & Administration

Date:

EACH REQUEST ITEM BELOW MUST BE DETAILED OR ADDRESSED AS REQUIRED.

1) RFS # RFS 305.05-017

2) State Agency Name : Department of State : Library and Archives

## EXISTING CONTRACT INFORMATION

3) Service Caption : Provision of a statewide public library catalog, online interlibrary loan system, cataloging system, and integrated library system for Library and Archives.

4) Contractor : Auto-Graphics, Inc.

5) Contract # FA 04-15899-00

6) Contract Start Date : April 1, 2004

7) Current Contract End Date IF all Options to Extend the Contract are Exercised : March 31, 2009

8) Current Total Maximum Cost IF all Options to Extend the Contract are Exercised : \$2,427,805.00

## PROPOSED AMENDMENT INFORMATION

9) Proposed Amendment : 002

10) Proposed Amendment Effective Date : April 1, 2007  
(attached explanation required if date is < 60 days after F&A receipt)

11) Proposed Contract End Date IF all Options to Extend the Contract are Exercised : March 31, 2009

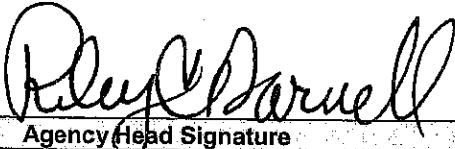

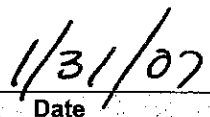
12) Proposed Total Maximum Cost IF all Options to Extend the Contract are Exercised : \$2,427,805.00

13) Approval Criteria : (select one) ☐ use of Non-Competitive Negotiation is in the best interest of the state

☒ only one uniquely qualified service provider able to provide the service

14) Description of the Proposed Amendment Effects & Any Additional Service :

As stated in base contract, Amendment extends contract services by one year; no additional services.

<b>15) Explanation of Need for the Proposed Amendment :</b>		
Proposed amendment extends current library services for one year.		
<b>16) Name &amp; Address of Contractor's Current Principal Owner(s) :</b> (not required if proposed contractor is a state education institution)		
Auto-Graphics, Inc., 3201 Temple Avenue, Pomona, California		
<b>17) Documentation of Office for Information Resources Endorsement :</b> (required <u>only</u> if the subject service involves information technology)		
select one:	<input type="checkbox"/> Documentation Not Applicable to this Request	<input checked="" type="checkbox"/> Documentation Attached to this Request
<b>18) Documentation of Department of Personnel Endorsement :</b> (required <u>only</u> if the subject service involves training for state employees)		
select one:	<input checked="" type="checkbox"/> Documentation Not Applicable to this Request	<input type="checkbox"/> Documentation Attached to this Request
<b>19) Documentation of State Architect Endorsement :</b> (required only if the subject service involves construction or real property related services)		
select one:	<input checked="" type="checkbox"/> Documentation Not Applicable to this Request	<input type="checkbox"/> Documentation Attached to this Request
<b>20) Description of Procuring Agency Efforts to Identify Reasonable, Competitive, Procurement Alternatives :</b>		
Auto-Graphics contract was awarded through a competitive RFP process.		
<b>21) Justification for the Proposed Non-Competitive Amendment :</b>		
Original contract included the option of extending service for 2 one- year periods. This amendment exercises that option.		
<b>REQUESTING AGENCY HEAD SIGNATURE &amp; DATE :</b> (must be signed & dated by the <u>ACTUAL</u> procuring agency head as detailed on the Signature Certification on file with OCR— signature by an authorized signatory will be accepted only in documented exigent circumstances)		
<div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="text-align: center;">               Agency Head Signature           </div> <div style="text-align: center;">               Date           </div> <div style="text-align: center;">               Date           </div> </div>		



083006

# FAX TRANSMITTAL

## to Request OIR Procurement Endorsement

**TO :** Jane Chittenden, Director  
OIR Procurement & Contract Management FAX # 741-6164

**FROM :** Jack Stacy  
Bibliographic Services Coordinator FAX # 741-6471  
State Library and Archives

**DATE :** 1/23/2007

**RFS #** 305.05-017

**RE :** Procurement Endorsement — Amendment to extend current Auto-  
Graphics contract for one year to continue statewide provision of  
public library catalog, online interlibrary loan, cataloging system  
and integrated library system for Library and Archives.

**NUMBER OF FAX PAGES (including cover) :** 1

The nature and scope of service detailed in the attached service procurement document(s) appears to require Office for Information Resources (OIR) review and support, because the procurement involves information technology or information systems services.

This communication seeks to ensure that OIR is aware of the procurement and has an opportunity to review the matter. Please determine whether OIR is supportive of the procurement. If you have any questions or concerns about this matter, please call Jack Stacy at 532-4629.

Please indicate below your response to this proposed procurement, and return this communication at your earliest convenience (note the return FAX number above).

Thank you for your help.

Attachment(s)

OIR Endorsement :

Bill Ezell (s)

OIR Chief Information Officer

1/25/07

Date

# CONTRACT SUMMARY SHEET

8-8-05

RES#	Contract#
	<b>FA04-15899.02</b>
State/Agency	State/Agency/Division
DEPARTMENT OF STATE	LIBRARY AND ARCHIVES
Contractor Name	Contractor ID# (FEIN or SSN)
AUTO-GRAPHICS, INC.	<input type="checkbox"/> C- or <input checked="" type="checkbox"/> V- 95-2105641.00

Service Description			
Provision of a statewide public library catalog, online interlibrary loan and cataloging systems.			
Contract BEGIN Date	Contract END Date	Subrecipient or Vendor?	CFDA#
1-Apr-04	31-Mar-08	VENDOR	45.310

Mark, if Statement is TRUE	
<input checked="" type="checkbox"/> Contractor is on STARS as required	<input checked="" type="checkbox"/> Contractor's Form W-9 is on file in Accounts as required

Allotment Code	Cost Center	Object Code	Fund	Funding Grant Code	Funding Subgrant Code
305.04	27340	O82	11		

FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2004		\$ 116,250.00	<div style="border: 1px solid black; padding: 5px;">                     OCR RELEASED                       APR 18 2007                       TO ACCOUNTS                 </div>		\$ 116,250.00
2005		\$ 465,000.00			\$ 465,000.00
2006		\$ 489,940.00			\$ 489,940.00
2007		\$ 361,235.00			\$ 361,235.00
2008		\$ 497,690.00			\$ 497,690.00
TOTAL	\$ -	\$ 1,930,115.00	\$ -	\$ -	\$ 1,930,115.00

COMPLETE FOR AMENDMENTS ONLY			State/Agency Fiscal Contact & Telephone#
FY	Base Contract & Prior Amendments	THIS Amendment ONLY	SHERLENE HOLT 741-2683
2004	\$ 116,250.00		State/Agency Budget Officer Approval  
2005	\$ 465,000.00		
2006	\$ 489,940.00		
2007	\$ 361,235.00		
2008	\$ 497,690.00		Funding Certification (certification required by T.C.A., §9-4-511.3, that there is a balance in the appropriation from which the obligated expenditure is required to be paid that is not otherwise encumbered to pay obligations previously incurred)
TOTAL	\$ 1,432,425.00	\$ 497,690.00	
End Date	31-Mar-07	31-Mar-08	

Contractor Ownership			
<input type="checkbox"/> African American	<input type="checkbox"/> Disabled	<input type="checkbox"/> Hispanic	<input type="checkbox"/> Small Business <input checked="" type="checkbox"/> NOT minority/disadvantaged
<input type="checkbox"/> Asian	<input type="checkbox"/> Female	<input type="checkbox"/> Native American	<input type="checkbox"/> OTHER minority/disadvantaged—

Contract Selection Method			
<input type="checkbox"/> RFP	<input type="checkbox"/> Competitive Negotiation	<input type="checkbox"/> Alternative Procurement Method	
<input type="checkbox"/> Non-Competitive Negotiation	<input type="checkbox"/> Government	<input type="checkbox"/> Other	

Procurement Process Summary	
<div style="border: 1px solid black; padding: 10px; display: inline-block;"> <b>APR 19 2007</b> </div>	<div style="border: 1px solid black; padding: 10px; display: inline-block; transform: rotate(180deg);"> <b>RECEIVED</b>                  APR 12 AM 10:23             </div>
DIRECTOR OF ACCOUNTS	

**AMENDMENT 002  
TO CONTRACT FA-04-15899-00**

This contract, by and between the State of Tennessee, Department of State, Division of Library and Archives, hereinafter referred to as the State, and Auto-Graphics, Inc., hereinafter referred to as the "Contractor," is hereby amended as follows:

1. Delete Section B.1 in its entirety and insert the following in its place:

B.1. Contract Term. This Contract shall be effective for the period commencing on April 1, 2004 and ending on March 31, 2008. The State shall have no obligation for services rendered by the Contractor which are not performed within the specified period.

2. Delete Section C.1 in its entirety and insert the following in its place.

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed One Million, Nine Hundred Thirty Thousand, One Hundred Fifteen Dollars (\$1,930,115.00). The Service Rates in Section C.3 shall constitute the entire compensation due the Contractor for the Service and all of the Contractor's obligations hereunder regardless of the difficulty, materials or equipment required. The Service Rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

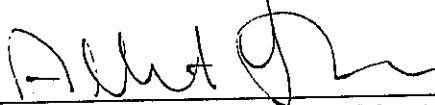
The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with the Service Rates detailed in Section C.3. The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

The other terms and conditions of this contract not amended hereby shall remain in full force and effect.



IN WITNESS WHEREOF:

AUTO-GRAPHICS, INC.

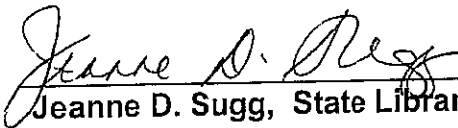


Albert Flores, Vice-President

2/26/07

Date

TENNESSEE STATE LIBRARY AND ARCHIVES:

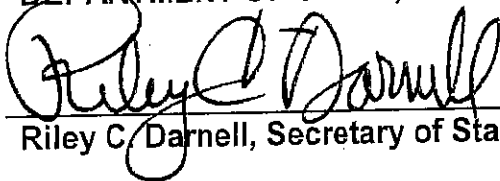


Jeanne D. Sugg, State Librarian and Archivist

3/5/07

Date

DEPARTMENT OF STATE, OFFICE OF SECRETARY OF STATE:



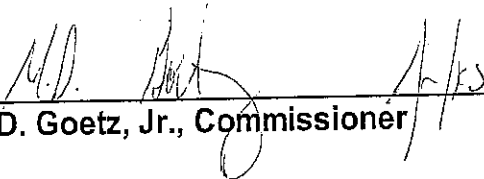
Riley C. Darnell, Secretary of State

mmw. 3/9/07

Date

APPROVED:

DEPARTMENT OF FINANCE AND ADMINISTRATION:

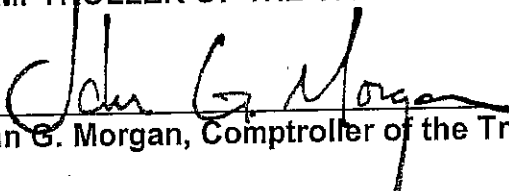


M. D. Goetz, Jr., Commissioner

4/4/07

Date

COMPTROLLER OF THE TREASURY:



John G. Morgan, Comptroller of the Treasury

4/16/07

Date



**GENERAL ASSEMBLY OF THE STATE OF TENNESSEE  
FISCAL REVIEW COMMITTEE**

320 Sixth Avenue, North – 8<sup>th</sup> Floor  
NASHVILLE, TENNESSEE 37243-0057  
615-741-2564

**Rep. Charles Curtiss, Chairman**  
Representatives

Harry Brooks  
Curt Cobb  
Bill Dunn  
Dennis Ferguson  
Craig Fitzhugh, *ex officio*  
Speaker Jimmy Naifeh, *ex officio*  
Mary Pruitt  
Donna Rowland  
David Shepard  
Curry Todd

**Sen. Don McLeary, Vice-Chairman**  
Senators

Mae Beavers  
Jim Bryson  
Steve Cohen  
Douglas Henry, *ex officio*  
Lt. Governor John S. Wilder, *ex officio*  
David Fowler  
Steve Southerland

**M E M O R A N D U M**

**TO:** The Honorable Dave Goetz, Commissioner  
Department of Finance and Administration

**FROM:** Charles Curtiss, Chairman  
Don McLeary, Vice-Chairman

**DATE:** October 17, 2005

**SUBJECT:** Contract Comments  
(Contract Services Subcommittee Meeting 10/12/05)

**RFS# 305.05-017**

**Department: State/Division of Library & Archives**

**Contractor: Auto-Graphics, Inc.**

**Summary:** Auto-Graphics is the current Application Service Provider with an on-line union catalog of library collections and interlibrary loan services for over 200 public libraries in Tennessee. It is also the provider of the Automation System (Agent/VERSO) for the State Library and Archives. This amendment would consolidate these services under a single contract. The term of the contract does not change with this amendment and the maximum liability increases by \$37,880.

**Original maximum liability: \$1,395,000**

**Maximum liability with amendment: \$1,432,880**

After review, the Fiscal Review Committee voted to approve the contract amendment subject to payment of customization fees or other added costs, if any, by any entity that requests customization, rather than the State.

cc: The Honorable Riley Darnell, Secretary of State  
Jeanne Sugg, State Librarian and Archivist, Department of State  
Robert Barlow, Director, Office of Contracts Review



**GENERAL ASSEMBLY OF THE STATE OF TENNESSEE  
FISCAL REVIEW COMMITTEE**

320 Sixth Avenue, North -- 8<sup>th</sup> Floor  
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Lt. Governor John S. Wilder, *ex officio*

David Fowler  
Steve Southerland

**M E M O R A N D U M**

**TO:** The Honorable Dave Goetz, Commissioner  
Department of Finance and Administration

**FROM:** Charles Curtiss, Chairman  
Don McLeary, Vice-Chairman

**DATE:** September 15, 2005

**SUBJECT:** Contract Comments  
(Contract Services Subcommittee Meeting 9/14/05)

**RFS# 305.05-017**

**Department: State/Division of Library & Archives**

**Contractor: Auto-Graphics, Inc.**

**Summary:** Auto-Graphics is the current Application Service Provider with an on-line union catalog of library collections and interlibrary loan services for over 200 public libraries in Tennessee. It is also the provider of the Automation System (Agent/VERSO) for the State Library and Archives. This amendment would consolidate these services under a single contract. The term of the contract does not change with this amendment and the maximum liability increases by \$37,880.

**Original maximum liability: \$1,395,000**

**Maximum liability with amendment: \$1,432,880**

After review, the Fiscal Review Committee voted to postpone action on the contract amendment until the next meeting.

cc: The Honorable Riley Darnell, Secretary of State  
Jeanne Sugg, State Librarian and Archivist, Department of State  
Robert Barlow, Director, Office of Contracts Review



List of Participating Libraries

1. Chattanooga State Technical Community College
2. Cleveland State Community College
3. Columbia State Community College
4. Dyersburg State Community College
5. Jackson State Community College
6. Motlow State Community College
7. Nashville State Technical Community College
8. Northeast State Technical Community College
9. Pellissippi State Technical Community College
10. Roane State Community College
11. Southwest Tennessee Community College
12. Volunteer State Community College
13. Walters State Community College
14. Tennessee Tech University
15. Austin Peay University

## REQUEST: NON-COMPETITIVE AMENDMENT

RECEIVED

SEP 01 2005

FISCAL REVIEW

APPROVED

Commissioner of Finance &amp; Administration

Date:

EACH REQUEST ITEM BELOW MUST BE DETAILED OR ADDRESSED AS REQUIRED.

1) RFS #	305.05-017
2) State Agency Name :	Tennessee State Library and Archives

## EXISTING CONTRACT INFORMATION

3) Service Caption :	Provision of a statewide public library catalog, online interlibrary loan system and cataloging system.
4) Contractor :	Auto-Graphics, Inc.
5) Contract #	FA-0475899-00
6) Contract Start Date : (attached explanation required if date is < 60 days after F&A receipt)	1 April 2004
7) <u>Current</u> Contract End Date IF <u>all</u> Options to Extend the Contract are Exercised :	31 March 2009
8) <u>Current</u> Total Maximum Cost IF <u>all</u> Options to Extend the Contract are Exercised :	2,325,000.00

## PROPOSED AMENDMENT INFORMATION

9) <u>Proposed</u> Amendment #	001
10) <u>Proposed</u> Contract End Date IF <u>all</u> Options to Extend the Contract are Exercised :	31 March 2009
11) <u>Proposed</u> Total Maximum Cost IF <u>all</u> Options to Extend the Contract are Exercised :	2,402,805.00
12) Approval Criteria : (select one)	<input type="checkbox"/> use of Non-Competitive Negotiation is in the best interest of the state <input checked="" type="checkbox"/> only one uniquely qualified service provider able to provide the service

## 13) Description of the Proposed Amendment Effects &amp; Any Additional Service :

Proposed Amendment would add the following services to the existing contract:

- AGent Portal service will allow Tennessee Public libraries/users to search electronic databases from a single interface and will allow each library to customize their resource and summary screens and searching options individually.
- Contractor will serve as an Application Service Provider (ASP) and provide access to the AGent/VERSO Local Automation System for the Tennessee State Library and Archives. This system is currently being used at the State Library and this amendment will add the service to the current Auto-Graphics contract.

➤ Amendment will include costs for training sessions for the two additional services.

**14) Explanation of Need for the Proposed Amendment :**

The Portal Services will give Public Libraries in the State of Tennessee the ability to use one interface to search the online catalog of public library holdings, the databases of the Tennessee Electronic Library and any additional databases subscribed to by the individual library. Also, 15 TBR institutions have purchased the Auto-Graphics Portal product and this will open the library collections of these institutions for reciprocal interlibrary loan services. Broadening the participants in the statewide interlibrary loan system will increase efficiency and cost savings for state institutions using interlibrary loan to serve library patrons.

The Agent/Verso automation system is currently in use at the State Library and adding that service to the AGent contract will simplify budgeting and contractor compensation procedures.

**15) Name & Address of Contractor's Current Principal Owner(s) :**

(not required if proposed contractor is a state education institution)

Auto-Graphics, Inc., 3201 Temple Avenue, Pomona, CA 91768

**16) Documentation of Office for Information Resources Endorsement :**

(required only if the subject service involves information technology)

select one:

☐

Documentation Not Applicable to this Request

**X**

Documentation Attached to this Request

**17) Documentation of Department of Personnel Endorsement :**

(required only if the subject service involves training for state employees)

select one:

**X**

Documentation Not Applicable to this Request

☐

Documentation Attached to this Request

**18) Documentation of State Architect Endorsement :**

(required only if the subject service involves construction or real property related services)

select one:

**X**

Documentation Not Applicable to this Request

☐

Documentation Attached to this Request

**19) Description of Procuring Agency Efforts to Identify Reasonable, Competitive, Procurement Alternatives :**


Auto-Graphics is the sole producer and vendor of AGent software.

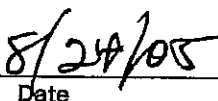
**20) Justification for the Proposed Non-Competitive Amendment :**

Auto-Graphics' AGent ASP system is currently in use by more than 200 public libraries across the state for cataloging and interlibrary loan services. The addition of these additional services can be done centrally and with a minimum of training for these public library sites since these libraries are familiar with the software interfaces. The additional services will add efficiency and increase sources for interlibrary loan services and will increase cooperation between public and academic libraries in Tennessee.

**REQUESTING AGENCY HEAD SIGNATURE & DATE :**

(must be signed & dated by the ACTUAL procuring agency head as detailed on the Signature Certification on file with OCR— signature by an authorized signatory will be accepted only in documented exigent circumstances)

  
Agency Head Signature

  
Date

Riley C. Darnell  
Secretary of State

# State of Tennessee

Jeanne D. Sugg  
State Librarian and Archivist



## Department of State

Tennessee State Library and Archives  
403 Seventh Avenue North  
Nashville, Tennessee 37243-0312

September 1, 2005

To: James White  
Executive Director, Fiscal Review Committee

From: Jeanne Sugg *JS/MS*  
State Librarian and Archivist

RE: Request for approval of Non-Competitive Amendment

We request approval of an amendment to our current Auto-Graphics, Inc. contract in order to add the following services:

Auto-Graphics, Inc. is the current Application Service Provider with an online union catalog of library collections and interlibrary loan services for over 200 public libraries in Tennessee and is the provider of the Automation System (AGent/VERSO) for the State Library and Archives. This amendment will consolidate these services under a single contract.

The addition of the AGent Portal service will allow Tennessee Public libraries/users to search electronic databases from a single interface and will allow each library to customize their resource and summary screens and searching options individually.

Also, 15 TBR institutions have purchased the Auto-Graphics Portal product and this will open the library collections of these institutions for reciprocal interlibrary loan services. Broadening the participants in the statewide interlibrary loan system will increase efficiency, cost savings, and co-operation for state institutions using interlibrary loan to serve students and public library patrons.

Thank you for your assistance in this matter.

# CONTRACT SUMMARY SHEET

8-8-05

RFS#	Contract #
FA04-15899 - α	

State Agency DEPARTMENT OF STATE	State Agency Division LIBRARY AND ARCHIVES
-------------------------------------	---

Contractor Name AUTO-GRAPHICS, INC.	Contractor ID # (FEIN or SSN) <div style="display: flex; align-items: center;"> <div style="border: 1px solid black; padding: 2px 5px;">C-</div> <div style="margin: 0 5px;">or</div> <div style="border: 1px solid black; padding: 2px 5px;">X</div> <div style="border: 1px solid black; padding: 2px 5px;">V-</div> <div style="margin-left: 5px;">95-2105641.00</div> </div>
--	---

Service Description Provision of a statewide public library catalog, online interlibrary loan system and cataloging system.			
--	--	--	--

Contract BEGIN Date 01-Apr-04	Contract END Date 31-Mar-07	Subrecipient or Vendor? VENDOR	CFDA # 45.310
----------------------------------	--------------------------------	-----------------------------------	------------------

Mark, if Statement is TRUE	
<input checked="" type="checkbox"/> Contractor is on STARS as required	<input checked="" type="checkbox"/> Contractor's Form W-9 is on file in Accounts as required

Allotment Code 305.04	Cost Center 27340	Object Code O82	Fund 11	Funding Grant Code O57	Funding Subgrant Code
--------------------------	----------------------	--------------------	------------	---------------------------	-----------------------

F.Y.	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2004		\$ 116,250.00			\$ 116,250.00
2005		\$ 465,000.00			\$ 465,000.00
2006		\$ 489,940.00			\$ 489,940.00
2007		\$ 361,235.00			\$ 361,235.00
<div style="position: relative;"> <div style="position: absolute; top: 0; right: 0; font-size: 2em; opacity: 0.5;">OCR RELEASED</div> <div style="position: absolute; bottom: 0; left: 0; font-size: 1.5em;">NOV 18 2005</div> <div style="position: absolute; bottom: 0; right: 0; font-size: 1.5em;">TO ACCOUNTS</div> </div>					
TOTAL		\$ 1,432,425.00	\$ -	\$ -	\$ 1,432,425.00

COMPLETE FOR AMENDMENTS ONLY			State Agency Fiscal Contact & Telephone		
F.Y.	Base Contract & Prior Amendments	THIS Amendment ONLY	SHERLENE HOLT 741-2683		

F.Y.	Base Contract & Prior Amendments	THIS Amendment ONLY	
2004	\$ 116,250.00		<div style="font-size: 1.5em; font-family: cursive;">Mark L. Wood</div>
2005	\$ 465,000.00		
2006	\$ 465,000.00	\$ 24,940.00	
2007	\$ 348,750.00	\$ 12,485.00	

Funding Certification (certification required by T.C.A. §9-4-5113, that there is a balance in the appropriation from which the obligated expenditure is required to be paid that is not otherwise encumbered to pay obligations previously incurred)	
--	--

TOTAL	\$ 1,395,000.00	\$ 37,425.00	
End Date			

Contractor Ownership					
<input type="checkbox"/> African American	<input type="checkbox"/> Disabled	<input type="checkbox"/> Hispanic	<input type="checkbox"/> Small Business	NOT minority/disadvantaged	
<input type="checkbox"/> Asian	<input type="checkbox"/> Female	<input type="checkbox"/> Native American	<input type="checkbox"/> OTHER minority/disadvantaged—		

Contractor Selection Method			
<input type="checkbox"/> RFP	<input type="checkbox"/> Competitive Negotiation	Alternative Procurement Method	
<input type="checkbox"/> Non-Competitive Negotiation	<input type="checkbox"/> Government		

Procurement Process Summary
-----------------------------

PROC

NOV 21 2005

DIRECTOR OF ACCOUNTS



# CONTRACT SUMMARY SHEET

8-8-05

RFS #		Contract #	
		FA04-15899 -01	
State Agency		State Agency Division	
DEPARTMENT OF STATE		LIBRARY AND ARCHIVES	
Contractor Name		Contractor ID # (FEIN or SSN)	
AUTO-GRAPHICS, INC.		<input type="checkbox"/> C- or <input checked="" type="checkbox"/> V- 95-2105641.00	
Service Description			
Provision of a statewide public library catalog, online interlibrary loan system and cataloging system.			
Contract BEGIN Date	Contract END Date	Subrecipient or Vendor?	CFDA #
01-Apr-04	31-Mar-07	VENDOR	45.310

Mark, if Statement is TRUE

<input checked="" type="checkbox"/> Contractor is on STARS as required		<input checked="" type="checkbox"/> Contractor's Form W-9 is on file in Accounts as required	
Allotment Code	Cost Center	Object Code	Fund
305.04	27340	O82	11
FY	State	Federal	Interdepartmental
2004		\$ 116,250.00	
2005		\$ 465,000.00	
2006		\$ 489,940.00	
2007		\$ 361,235.00	
TOTAL		\$ 1,432,425.00	\$ -

OCR RELEASED

NOV 18 2005

TO ACCOUNTS

COMPLETE FOR AMENDMENTS ONLY			State Agency Fiscal Contact & Telephone #
FY	Base Contract & Prior Amendments	THIS Amendment ONLY	SHERLENE HOLT 741-2683
2004	\$ 116,250.00		State Agency Budget Officer Approval Funding Certification (certification, required by T.C.A., § 9-4-5113, that there is a balance in the appropriation from which the obligated expenditure is required to be paid that is not otherwise encumbered to pay obligations previously incurred)
2005	\$ 465,000.00		
2006	\$ 465,000.00	\$ 24,940.00	
2007	\$ 348,750.00	\$ 12,485.00	
TOTAL		\$ 1,395,000.00	\$ 37,425.00

Contractor Ownership			
<input type="checkbox"/> African American	<input type="checkbox"/> Disabled	<input type="checkbox"/> Hispanic	<input type="checkbox"/> Small Business
<input type="checkbox"/> Asian	<input type="checkbox"/> Female	<input type="checkbox"/> Native American	<input checked="" type="checkbox"/> NOT minority/disadvantaged
Contractor Selection Method			
<input type="checkbox"/> RFP	<input type="checkbox"/> Competitive Negotiation	<input type="checkbox"/> Alternative Procurement Method	
<input type="checkbox"/> Non-Competitive Negotiation	<input type="checkbox"/> Government	<input type="checkbox"/> Other	

Procurement Process Summary
<div style="border: 2px solid black; padding: 5px; display: inline-block; transform: rotate(-15deg);">                         PROC NOV 21 2005 DIRECTOR OF ACCOUNTS                     </div>

**AMENDMENT 001  
TO FA-04-15899-00**

This contract, by and between the State of Tennessee, Department of State, Division of Library and Archives, hereinafter referred to as the State, and Auto-Graphics, Inc., hereinafter referred to as the "Contractor," is hereby amended as follows:

1. Add the following as Section A.12 and renumber any subsequent sections as necessary:

A.12. Portal Interface. Contractor will provide, as part of the currently installed ASP system for Tennessee Public Libraries, a user interface to the Tennessee Electronic Library databases. The AGent Portal will allow users to search the databases from a single interface and will allow each library to customize their resource and summary screens and searching options individually.

2. Add the following as Section A.13 and renumber any subsequent sections as necessary:

A.13. Local Automation System. Contractor will serve as an Application Service Provider (ASP) and provide access to the AGent/VERSO Local Automation System for the Tennessee State Library and Archives. Contractor will provide outsourced host facilities management, system hardware, software and communications, and system administration for AGent/VERSO integrated Web portal software system, Acquisitions and Serials modules, including basic ILS software package for 150,000 or more unique bibliographic records, documentation, and ten hours of annual technical support.

3. Add the following as Section A.14 and renumber any subsequent sections as necessary:

A.14. Training. Contractor will provide on-site training for the Portal Interface and AGent/Verso services. Dates, locations, and times of training sessions will be determined by the state.

4. Delete Section C.1. in its entirety and insert the following in its place:

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed One Million, Four Hundred Thirty-Two Thousand, Four Hundred Twenty-Five Dollars (\$1,432,425.00). The Service Rates in Section C.3 shall constitute the entire compensation due the Contractor for the Service and all of the Contractor's obligations hereunder regardless of the difficulty, materials or equipment required. The Service Rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with the Service Rates detailed in Section C.3. The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

5. Delete Section C.3. in its entirety and insert the following in its place:

C.3. Payment Methodology. The Contractor shall be compensated based on the Service Rates herein for units of service authorized by the State in a total amount not to exceed the Contract Maximum Liability established in Section C.1. Rates are to remain constant through the contract term and all possible extensions. The Contractor's compensation shall be contingent upon the satisfactory completion of units of service or project milestones defined in Section A. The Contractor shall be compensated based upon the following Service Rates:

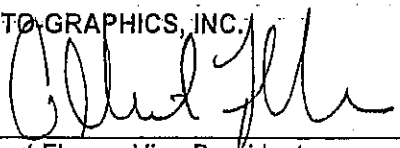
<u>SERVICE UNIT/MILESTONE</u>	<u>AMOUNT</u>
ANNUAL FLAT FEE FOR ALL PROPOSED SERVICES TO ALL LIBRARIES AS ENUMERATED IN SECTIONS A.1 THROUGH SECTIONS A.11	\$465,000.00
ANNUAL FLAT FEE FOR AGENT/PORTAL INTERFACE FOR ALL LIBRARIES, SECTION A.12	\$10,000.00
ANNUAL FLAT FEE FOR AGENT/VERSO LOCAL AUTOMATION SYSTEM FOR TENNESSEE STATE LIBRARY AND ARCHIVES, SECTION A.13	\$8,940.00
5 TWO-DAY TRAINING SESSIONS @ \$2750.00	\$13,750.00

The Contractor shall submit quarterly invoices, in form and substance acceptable to the State with all of the necessary supporting documentation, prior to any payment.

The other terms and conditions of this contract not amended hereby shall remain in full force and effect.

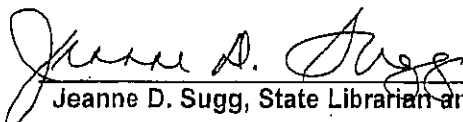
IN WITNESS WHEREOF:

AUTO-GRAPHICS, INC.

  
Albert Flores, Vice President

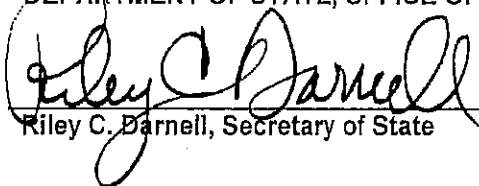
10/24/05  
Date

TENNESSEE STATE LIBRARY AND ARCHIVES:

  
Jeanne D. Sugg, State Librarian and Archivist

11/08/05  
Date


DEPARTMENT OF STATE, OFFICE OF SECRETARY OF STATE:

  
Riley C. Darnell, Secretary of State

11/10/05  
Date

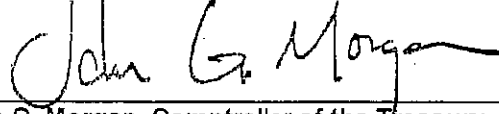
APPROVED:

DEPARTMENT OF FINANCE AND ADMINISTRATION:

  
M. D. Goetz, Jr., Commissioner

NOV 15 2005  
Date

COMPTROLLER OF THE TREASURY:

  
John G. Morgan, Comptroller of the Treasury

11/17/05  
Date

DEPARTMENT OF PERSONNEL:

N/A  
Randy C. Camp, Commissioner

Date

# CONTRACT SUMMARY SHEET

RFS Number	RFS 305.05-017	Contract Number	FA-0415898-00
State/Agency	DEPARTMENT OF STATE	Division	LIBRARY AND ARCHIVES
Contractor		Contractor Identification Number	
AUTO-GRAPHICS, INC.		X	V-
			C-
		95-2105641.00	

## Service Description

PROVISION OF A STATEWIDE PUBLIC LIBRARY CATALOG, ONLINE INTERLIBRARY LOAN SYSTEM AND CATALOGING SYSTEM.

Contract Begin Date	Contract End Date
1-Apr-04	31-Mar-07

Allotment Code	Cost Center	Object Code	Fund	Grant	Grant Code	Subgrant Code
30504	27340	O82	11	X	on STARS	

FY	State Funds	Federal Funds	Interdepartmental Funds	Other Funding	Total Contract Amount Include ALL Amendments
2004		\$116,250.00			\$116,250.00
2005		\$465,000.00			\$465,000.00
2006		\$465,000.00			\$465,000.00
2007		\$348,750.00			\$348,750.00
					\$0.00
					\$0.00
Total	\$0.00	\$1,395,000.00	\$0.00	\$0.00	\$1,395,000.00

GRDA Number	45310	Check the box (below) ONLY if the answer is YES
-------------	-------	---

State Fiscal Contact	Is the Contractor a SUBRECIPIENT? (per OMB A-136)
----------------------	---

Name	SHERLENE HOLT	Is the Contractor a VENDOR? (per OMB A-136)	X
------	---------------	---	---

Address	WM SNODGRASS TOWER, 7TH FLOOR	Is the Fiscal Year Funding STRICTLY LIMITED?	
---------	-------------------------------	--	--

Phone	615/741-2683	Is the Contractor on STARS?	X
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Procuring Agency/Budget Officer Signature	Is the Contractor's FORM W-9 ATTACHED?
---	--

Is the Contractor's Form W-9 Filed with Accounts?	X
---	---

Funding Certification
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COMPLETE FOR ALL AMENDMENTS (only)
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Base Contract & Prior Amendments	This Amendment ONLY
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End Date	
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FY		
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FY		
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FY		
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FY		
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Totals	\$0.00	\$0.00
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RECTOR OF ACCOUNTS
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APR 15 2004
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RECEIVED
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**FA CONTRACT INFORMATION SUPPLEMENT**  
**FOR ALL FA-TYPE CONTRACTS — COMPLETE EITHER SECTION A OR SECTION B**

Contract RFS # 305.04/017

Contractor Auto-Graphics, Inc.

**SECTION A—THE CONTRACTOR IS AN INDIVIDUAL**

Is or has the contractor been a state employee?

- ☐ NO (no additional information required)  
☐ YES

Was such employment within the past six months?

- ☐ NO  
☐ YES (an approved rule exception permitting a contract within six months of employment is also required)

Does the contractor receive Tennessee Consolidated Retirement System (TCRS) retirement benefits?

- ☐ NO  
☐ YES (the procuring agency general counsel MUST sign an analysis of this procurement using the TCRS analysis guidelines)

**SECTION B—THE CONTRACTOR IS A COMPANY  
(e.g., sole proprietorship, partnership, or corporation)**

Does an individual, who is or has been a state employee, own controlling interest in (or own) the contractor company?

- ☒ NO (no additional information required)  
☐ YES

Was such employment within the past six months?

- ☐ NO  
☐ YES (an approved rule exception permitting a contract within six months of employment is also required)

Does the individual who owns controlling interest in the contractor company receive Tennessee Consolidated Retirement System (TCRS) retirement benefits?

- ☐ NO  
☐ YES (the procuring agency general counsel MUST sign an analysis of this procurement using the TCRS analysis guidelines)

**SIGNATURE**

*Mark L. Kevok*

*3/24/04*

**SERVICE CONTRACTS COORDINATOR**

**DATE**

**CONTRACT  
BETWEEN THE STATE OF TENNESSEE,  
DEPARTMENT OF STATE,  
DIVISION OF LIBRARY AND ARCHIVES  
AND  
AUTO-GRAPHICS, INC.**

This Contract, by and between the State of Tennessee, DEPARTMENT OF STATE, DIVISION OF LIBRARY AND ARCHIVES, hereinafter referred to as the "State" and AUTO-GRAPHICS, INC. hereinafter referred to as the "Contractor," is for the provision of a remotely hosted ASP on-line public library union catalog, interlibrary loan, and cataloging system, as further defined in the "SCOPE OF SERVICES."

The Contractor is a for-profit corporation. The Contractor's address is:

3201 Temple Avenue, Pomona, CA 91768

The Contractor's place of incorporation or organization is California.

**A. SCOPE OF SERVICES:**

The State of Tennessee requires a remotely hosted, ASP system, hereinafter identified as the System, which is defined generally as an on-line, real-time library System that utilizes a standard Internet browser interface to an on-line Union Catalog which provides access to all types of materials (e.g., monographs, serials, audiovisual, manuscripts) found in Tennessee Libraries' collections. The following modules or services are mandatory to this RFP:

1. Creation of a Union Catalog Masterfile to serve as the system's bibliographic database reflecting holdings of 250 libraries. (Current database contains approximately 1,500,000 MARC records with 6,083,656 holdings.)
2. Portal access to the Union Catalog databases for 300 Tennessee Public Libraries via standard graphical web browsers. (Fiscal year 2003 produced 109,343 sessions with 204,559 searches.)
3. Automated Interlibrary Loan System integrated with the On-line Patron Access Catalog capable of handling transactions for 250 libraries. (Fiscal year 2003 produced 27,068 loan requests.)
4. Integrated Cataloging Module supporting all MARC formats, AACR2, and authority control for 13 libraries.
5. Web-Browser based holdings maintenance module integrated with OPAC interface supporting update of local holdings and download of MARC records for 250 libraries.

The union catalog masterfile must have as its foundation the current TeLiNET databases, loaded and indexed in the vendor's server. The catalog must be able to accept and quickly process new data from multiple points of origin, in a variety of formats and through multiple methods of communication. The catalog must be capable of supporting continuing growth in size of the database. An accurate copy of this catalog database, in a format agreed upon by the State and the vendor, will be made available upon request from the Tennessee State Library and Archives.

The System must provide capacity for growth with respect to the addition of other libraries and of new functions, the increase in processing power and capabilities for increased throughputs, the addition of on-line data storage, and added numbers of workstations, without degradation to the System or to response time.

The State requires that the Proposer's System meet the needs of more than 250 Tennessee libraries over the next three years. Proposers should anticipate that for each library there will exist a minimum of one workstation that will perform Interlibrary Loan functions on the system.

## 1. Bibliographic Database System

The Bibliographic Database is intended to contain bibliographic and authority records in MARC formats, together with their related holdings records. The System must provide support for both on-line and batch processing capabilities. The on-line functions must include query, input, update, and output of records in the system. The System should support an extensive set of queries by various bibliographic data items in order to provide access for both staff and public.

Batch processing capabilities shall include the addition of machine-readable records and output of various specified sets of records as well as printed products. The System must accept batch and on-line input and output of MARC21 records from such sources as bibliographic utilities (such as OCLC, Inc.) and bibliographic products and systems such as Auto-Graphics or Brodart. The database will be composed of bibliographic records in the MARC21 format.

MARC format catalog records derived from sources other than OCLC will also be included in the Tennessee State database. The Proposer must be able to accept and to process MARC records from a variety of local systems. Non-OCLC data comprises the majority of the State's existing Database. Non-OCLC records bear certain inconsistencies which Proposers must acknowledge and advance potential solutions for consideration by the State. The inconsistencies include: (1) different forms and spelling of publisher names, (2) data not mapped to MARC format, (3) holdings information, including volume, parts, and year components for multi-part sets, may be recorded differently by each contributing library.

Following duplicate record resolution, the Proposer must identify a master bibliographic record for each title (edition) in the database and merge holdings from each of the deduped individual library databases into a master bibliographic record structure to build the Union Catalog. The intent is to create a statewide database where each title is represented by a single master bibliographic record.

The Proposer should include in this master record from other matching records the local information (consisting of call number, holdings, and local subject [69x] fields) which identifies each participating library holding that title.

The Proposer shall always prefer for inclusion as the master record the latest OCLC use of the record. In cases where date of use is unknown or there is no OCLC record, the Proposer will base master record selection on the record judged to have the greatest number of variable fields or on the following hierarchy list:

- a. The Proposer must always prefer a full MARC record.
- b. Locally cataloged records must contain full title and author's complete name, (unless main entry is other than author), imprint date and publisher.
- c. The Proposer must be able to maintain a merged full MARC database including all MARC fixed and variable fields, tags and indicators.

Only Full MARC records may be retained on the Union Catalog. Union Catalog records must include the following fields at minimum, when present:

- Author



- Title
- Imprint (publisher, date of publication)
- Subject Headings
- LCCN, Proposer Number or ISSN
- Local call number
- Copy level information

The proposer must establish a system to report unacceptable records that cannot be merged with the master catalog. This report should include the unacceptable record and holding information.

The System should offer a mechanism for the reporting of discovered errors (misspellings, duplicated records, authority problems, etc.) in Bibliographic records.

The proposer should process the current TeLiNET database for name and subject authority control and perform any necessary deduplication of records. Records requiring manual authority correction should be reported to the Tennessee State Library and Archives.

The System must support complete authority control, including the capability for linking bibliographic records with corresponding authority records, validating and verifying headings, "deblinding," cross referencing, processing global changes, and other required maintenance. The System must be capable of deriving authority data from machine-readable bibliographic records and of accepting batch input of authority data from such sources as LC, OCLC, and Auto-Graphics or any other source of authority data. The authority control subsystem must also accommodate juvenile subject headings.

The bibliographic database is intended to be the basis for shared access to bibliographic data cataloging, and interlibrary loan activities, and the System must be able to support any future cooperative activities in which the State might want to participate.

The System must accept input of data in machine-readable form from external sources and should provide the capability for the replacement of locally-created bibliographic and authority records with records from external sources, according to library-determined algorithms. The System must have capabilities for the output of various selections of machine-readable records and printed products.

The System should provide for the following inputs and outputs:

- a. Output specified sets of records in machine-readable and printed form
- b. Output on-demand printouts of screen displays, on auxiliary printers
- c. Input bibliographic data in machine-readable form from bibliographic utilities.
- d. Input authority data in machine-readable form from bibliographic utilities
- e. Online transfer of bibliographic and authority records from OCLC or other sources

## 2. Cataloging System

The Cataloging System must accommodate the cataloging of all bibliographic materials. It must provide for the input, update, and output of bibliographic, authority, and holdings records by authorized staff in participating Tennessee libraries in full compliance and conformity with US/MARC standards. It is

mandatory that the Cataloging System allow authorized librarians to display, input and update a full MARC record with its complete content designation (e.g. tags, subfield codes, and full contents of fields).

The System must allow for access to specific item records attached to bibliographic records for editing purposes, and should allow for transfer of item records from one bibliographic record to another without loss of item-specific data. The Cataloging System must interface with OCLC and other bibliographic utilities and sources of bibliographic records.

The Cataloging System must interact with the authority control capabilities of the System to validate headings so as to ensure their accuracy and consistency. The System must allow coordinated updates in and between authority and bibliographic records and their related holdings records using the authority control and linking capabilities of the System. The System must allow for global updates of the records, as appropriate. The System will provide overall quality control for the records, and it must provide machine editing and error-detection capabilities. The System should provide the capability for entering records in a review file or with an "in process" status.

The Cataloging System will be used by libraries to process inputs and updates of bibliographic, authority, and holdings records. Online and batch inputs and updates will add the data to the Bibliographic Database while controlling conflicts as they occur. The Cataloging System must have capabilities for output of edited files of bibliographic, authority, and holdings records.

The Cataloging System should support the production of printed spine labels and standard catalog card sets. If additional software is needed to perform this function, proposer shall identify software packages that are compatible with the Cataloging System and include any programming necessary for interface with the Cataloging System as part of the proposal. Any interface programs produced by the proposer for this purpose shall receive technical support and maintenance.

The Cataloging System should provide on-line access to sources, such as LC MARC, bibliographic utilities, or on-line consortia databases for MARC records suitable for editing and inclusion in the TeLiNet database.

The following input and output functions are mandatory and represent the minimum acceptable specification:

- a. Input and update bibliographic and authority records in full compliance and conformity with MARC21 standards
- b. Input and update holdings records in full compliance and conformity with prevailing standards, via PC workstations interfaced to the System.
- c. Output machine-readable bibliographic records in MARC21 format
- d. On-demand printouts of screen displays, on auxiliary printers
- e. Input authority records
- f. Input holdings records

### 3. Union Catalog System

The Union Catalog System is intended to consist of a set of user-oriented query-only functions for search and retrieval of records contained in the Bibliographic Database, including serials.

The Union Catalog is intended to offer enhanced access to all bibliographic and non-bibliographic data in the Tennessee State database to users in Tennessee libraries and at remote locations through internet access and other means of access.

The Union Catalog System should be flexible to allow for adaptation by the State. It should have the ability to search across all library-specified MARC fields, material formats, and all other Tennessee data, as well as the ability to limit a search on library-specified MARC fields, including fixed fields and specific material formats. It should be able to make efficient use of Boolean and keyword search capabilities.

The Union Catalog System will support the MARC serials format. Holdings will be maintained at the Summary and Detailed level. Bibliographic records will be maintained in the Bibliographic Database.

The System should be searchable by call number and alphabetically by author, title, subject, and keyword in such a way that a searcher can move forward or backward through any of these indexes at will. The System should allow a searcher to undo the most recent search step and to return to the previous state of the search in order to consider other search alternatives at that point. The System should allow a searcher who has used a particular index to gain access to a bibliographic record to move from any record to the record or records immediately preceding or following that record according to the sorting order of the index that conveyed the searcher to the record.

The authority control capabilities of the System should be inherent in the Union Catalog System. When a user enters any form of a name, title, or subject in a search, all bibliographic items associated with that form should be retrieved, regardless of whatever name the author may have used or whatever variant form may have been chosen.

MARC authority records for all types of headings should be accommodated.

The System must accept upper or lower case letters and the absence or presence of spaces and punctuation marks.

The System should respond to a term not found by displaying a list of terms preceding and following the entered term. It may suggest keyword searching when an exact match search fails. If the System requires the use of any stopwords, the State must be able to choose which stopwords to use.

The Proposer must be able to perform batch processing of bibliographic files submitted by Tennessee libraries and to produce an initial on-line Union Catalog Database.

The Proposer must provide a process for batch extraction of MARC records in communication format from the Union Catalog database scoped to individual library holdings or groupings of library holdings.

The Proposer must provide for ongoing maintenance of the database either by Proposer performed processing on bibliographic databases and/or a library's maintenance of its own database in the on-line environment.

It is mandatory that the Proposer provide an interface between the Union Catalog and the proposed integrated Interlibrary Loan Management System. The Online Union Catalog System / Interlibrary Loan Management System will be accessed

via use of an existing State operated TCP/IP based network and/or commercial ISPs.

#### 4. Interlibrary Loan Management System

Tennessee libraries currently use the Interlibrary Loan System vended by Auto-Graphics. That System represents a baseline of functionality which Tennessee libraries utilize to accomplish Interlibrary Loan. A new Interlibrary Loan System will need to address all of the functionality of the existing System.

The Interlibrary Loan Management System is intended to support the interlibrary loan activities of Tennessee libraries by providing an on-line management System for all participants' borrowing and lending transactions. It should be able to accommodate the transmission, updating, storage, and display of interlibrary loan requests and messages to and from libraries outside Tennessee.

The capabilities required for the Interlibrary Loan Management System include the on-line transmission and management of interlibrary loan requests and responses. The System must provide a variety of statistical, operations, and management reports.

The Proposer must provide both staff-oriented and patron oriented versions of the Union Catalog /Interlibrary Loan Management System/Database Access System, such that both library staff and end-users may make use of the interlibrary loan, patron referral, and document delivery capabilities of the System.

The Proposer's system must support the initialization and tracking of ILL requests by patrons from within the library or from other locations, such as their private homes. The Proposer must provide Union Catalog capabilities which allow staff or patrons to learn the policies, hours, and contact information for a library or libraries which possess wanted material and a mechanism for direct communication with a designated office at such a library or libraries to secure the reservation of an item for patron pick-up (patron referral).

The System will use functions of the Bibliographic Database System and Union Catalog System to query bibliographic and loan information to determine the availability and library location and to borrow and lend available items. In addition to functions supported by these Systems, the following functions are required.

- a. Interlibrary Loan Requests: - Separate borrowing and lending files will be maintained for Tennessee libraries.

- b. Interlibrary Loan Policies: - Input, update, and display of information about the State's interlibrary loan guidelines/policies and charges will be available on-line.

The proposer's on-line ILL systems must be able to function independently, and tolerate unexpected down times, such that no active or open transaction is either lost or misdirected.

#### 5. Management Information System/Report Generator

The Management Information System is intended to provide detailed summaries of data on the operations, use, activity, and performance of the System overall and each sub-system in particular. Such information is required by the State to

monitor use of the System, to determine resource allocation and costs of various subsystems, and to plan for system utilization and expansion.

Reports should be available for data for the entire system as well as for transactions for each participating library. Transaction data files should be maintained for a minimum of three years and should be retrievable in summary formats for user designated time frames. Data should be downloadable in formats that can be exported into standard spreadsheet/database software for manipulation.

## 6. System Architecture

The overall architecture of the proposed System should allow the integration of hardware, software, and telecommunications components in order to take advantage of improvements and price/performance gains in data processing and telecommunications technologies, as well as enable conformance to library automation industry standards.

The desirable architecture for the required System should allow for fulfillment of requirements stated throughout this Request for Proposal.

Vendor software and related data and indices shall conform to the current NISO standards. It is desired that the product be capable of accessing and communicating with locally-mounted Z39.50 protocol compliant systems. It should also enable the simultaneous application of a search across multiple Z39.50 databases with a single search initiation, resulting in a more efficient and effective search environment.

## 7. Telecommunications Access

It is mandatory that the telecommunications component of the Proposer's system utilize TCP/IP and, further, that the system support the ability of the State's citizenry to utilize TCP/IP Internet World Wide Web connectivity to gain access to the Proposer's system for the following minimum functions:

- a. Access the Tennessee Union Catalog of Bibliographic Resources (TELINET) whereby Patrons are able to direct a query to specific libraries or sets of libraries.
- b. Initiate Interlibrary Loan transactions.
- c. Support remote patron inquiry to provide immediate status of active ILL transactions.
- d. Proposer's system must support access via links from participating libraries' home webpages.

## 8. Implementation Requirements

The State requires that the system and all components and subsystems be installed and operational not later than April 1, 2004.

The State requires that the Proposer designate a specific employee to serve as the Liaison Manager for implementation of the system; the provision of charge-free telephone calls by the State to this manager; and the provision by the Proposer of as many on-site visits to the State and days of system on-site by this manager and other Proposer's personnel as necessary.

9. **Software Maintenance and Support**

The successful Proposer should agree to allow authorized libraries within the State use of its software for a fixed fee without additional royalties or system fees. Vendor initiated software enhancements or upgrades for those subsystems purchased by the State or its libraries should be provided at no extra charge beyond the annual software maintenance fee for as long as the Proposer is under contract with the State. It shall be the Proposer's full responsibility for software maintenance including upgrading, improvements, additions, enhancements, and changes in every respect.

10. **Documentation**

The Proposer must provide complete and comprehensive documentation of its system, which should include staff and patron documentation, operational documentation, and requirements for system hardware, telecommunications, and software documentation.

The Proposer is requested to provide sample copies of all types of documentation, including training materials and operations manuals.

11. **Training**

The Proposer must provide training systems at the following levels, for which full descriptions are required with the proposal:

1. Executive Training of the State's staff in system concepts and the requirements for system operation and performance.
2. Operations Training of all State employees who will have responsibility for daily operation of the system.
3. Technical Training of key personnel in technical aspects of the system, including hardware configuration, software, telecommunications, and housekeeping. This training is to include trouble-shooting and first-level maintenance.
4. Applications Training of library staff responsible for daily use of applications software.
5. Ongoing Training for new libraries, new functions, software enhancements, and new system components.

The proposal should include an outline of training provided as part of the contract services.

B. **CONTRACT TERM:**

- B.1. **Contract Term.** This Contract shall be effective for the period commencing on April 1, 2004 and ending on March 31, 2007. The State shall have no obligation for services rendered by the Contractor which are not performed within the specified period.

- B.2. **Term Extension.** The State reserves the right to extend this Contract for an additional period or periods of time representing increments of no more than one year and a total contract term of no more than five (5) years, provided that the State notifies the Contractor in writing of its intention to do so at least sixty (60) days prior to the contract expiration date. An extension of the term of this Contract will be effected through an amendment to the Contract. If the extension of the Contract necessitates additional funding beyond that

which was included in the original Contract, the increase in the State's maximum liability will also be effected through an amendment to the Contract and shall be based upon rates provided for in the original contract.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed One Million, Three Hundred Ninety-Five Thousand Dollars (\$1,395,000.00). The Service Rates in Section C.3 shall constitute the entire compensation due the Contractor for the Service and all of the Contractor's obligations hereunder regardless of the difficulty, materials or equipment required. The Service Rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with the Service Rates detailed in Section C.3. The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

- C.2. Compensation Firm. The Service Rates and the Maximum Liability of the State under this Contract are firm for the duration of the Contract and are not subject to escalation for any reason unless amended.
- C.3. Payment Methodology. The Contractor shall be compensated based on the Service Rates herein for units of service authorized by the State in a total amount not to exceed the Contract Maximum Liability established in Section C.1. Rates are to remain constant through the contract term and all possible extensions. The Contractor's compensation shall be contingent upon the satisfactory completion of units of service or project milestones defined in Section A. The Contractor shall be compensated based upon the following Service Rates:

<u>SERVICE UNIT/MILESTONE</u>	<u>AMOUNT</u>
ANNUAL FLAT FEE FOR ALL PROPOSED SERVICES TO ALL LIBRARIES AS ENUMERATED IN SECTION A	\$465,000.00

The Contractor shall submit quarterly invoices, in form and substance acceptable to the State with all of the necessary supporting documentation, prior to any payment.

- C.4. Travel Compensation. The Contractor shall not be compensated or reimbursed for travel, meals, or lodging.
- C.5. Payment of Invoice. The payment of the invoice by the State shall not prejudice the State's right to object to or question any invoice or matter in relation thereto. Such payment by the State shall neither be construed as acceptance of any part of the work or service provided nor as an approval of any of the amounts invoiced therein.
- C.6. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the State, on

the basis of audits conducted in accordance with the terms of this contract, not to constitute proper remuneration for compensable services.

C.7. Deductions. The State reserves the right to deduct from amounts which are or shall become due and payable to the Contractor under this or any contract between the Contractor and the State of Tennessee any amounts which are or shall become due and payable to the State of Tennessee by the Contractor.

C.8. Automatic Deposits. The Contractor shall complete and sign an "Authorization Agreement for Automatic Deposit (ACH Credits) Form." This form shall be provided to the Contractor by the State. Once this form has been completed and submitted to the State by the Contractor all payments to the Contractor, under this or any other contract the Contractor has with the State of Tennessee shall be made by Automated Clearing House (ACH). The Contractor shall not invoice the State for services until the Contractor has completed this form and submitted it to the State.

D. STANDARD TERMS AND CONDITIONS:

D.1. Required Approvals. The State is not bound by this Contract until it is approved by the appropriate State officials in accordance with applicable Tennessee State laws and regulations.

D.2. Modification and Amendment. This Contract may be modified only by a written amendment executed by all parties hereto and approved by the appropriate Tennessee State officials in accordance with applicable Tennessee State laws and regulations.

D.3. Termination for Convenience. The State may terminate this Contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by the State. The State shall give the Contractor at least ninety (90) days written notice before the effective termination date. The Contractor shall be entitled to receive compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the State be liable to the Contractor for compensation for any service which has not been rendered. Upon such termination, the Contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

D.4. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor violates any terms of this Contract, the State shall have the right to immediately terminate the Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Contract by the Contractor.

D.5. Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, they shall contain, at a minimum, sections of this Contract pertaining to "Conflicts of Interest" and "Nondiscrimination" (sections D.6. and D.7.). Notwithstanding any use of approved subcontractors, the Contractor shall be the prime contractor and shall be responsible for all work performed.

D.6. Conflicts of Interest. The Contractor warrants that no part of the total Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed relative to this Contract.



- D.7. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Contractor shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.8. Records. The Contractor shall maintain documentation for all charges against the State under this Contract. The books, records, and documents of the Contractor, insofar as they relate to work performed or money received under this contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.
- D.9. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.10. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.
- D.11. Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.
- D.12. Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- The Contractor, being an independent contractor and not an employee of the State, agrees to carry adequate public liability and other appropriate forms of insurance, including adequate public liability and other appropriate forms of insurance on the Contractor's employees, and to pay all applicable taxes incident to this Contract.
- D.13. State Liability. The State shall have no liability except as specifically provided in this Contract.
- D.14. Force Majeure. The obligations of the parties to this contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, acts of God, riots, wars, strikes, epidemics or any other similar cause.
- D.15. State and Federal Compliance. The Contractor shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.

- D.16. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Contractor agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Contract. The Contractor acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under *Tennessee Code Annotated*, Sections 9-8-101 through 9-8-407.
- D.17. Completeness. This Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.18. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.
- D.19. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.
- E. SPECIAL TERMS AND CONDITIONS:
- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, these special terms and conditions shall control.
- E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by facsimile transmission, by overnight courier service, or by first class mail, postage prepaid, addressed to the respective party at the appropriate facsimile number or address as set forth below or to such other party, facsimile number, or address as may be hereafter specified by written notice.

The State:  
Jack Stacy, Bibliographic Services Coordinator  
Tennessee State Library and Archives  
403 Seventh Avenue N.  
Nashville, TN 37243-0312  
jack.stacy@state.tn.us  
615.532.4629  
615.741.6471 (FAX)

The Contractor:  
Roxanne Lyons-Wolden  
Manager, Contracts Administration  
Auto-Graphics, Inc.  
3201 Temple Avenue  
Pomona, CA 91768  
800-776-6939 ext. 1506  
909-595-3506 (FAX)

All instructions, notices, consents, demands, or other communications shall be considered effectively given as of the day of delivery; as of the date specified for overnight courier service delivery; as of three (3) business days after the date of mailing; or on the day the

facsimile transmission is received mechanically by the telefax machine at the receiving location and receipt is verbally confirmed by the sender if prior to 4:30 p.m. CST. Any communication by facsimile transmission shall also be sent by United States mail on the same date of the facsimile transmission.

E.3. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate the Contract upon written notice to the Contractor. Said termination shall not be deemed a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. Should such an event occur, the Contractor shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

E.4. Breach. A party shall be deemed to have breached the Contract if any of the following occurs:

- failure to perform in accordance with any term or provision of the Contract;
- partial performance of any term or provision of the Contract;
- any act prohibited or restricted by the Contract, or
- violation of any warranty.

For purposes of this contract, these items shall hereinafter be referred to as a "Breach."

a. Contractor Breach— The State shall notify Contractor in writing of a Breach.

- (1) In event of a Breach by Contractor, the state shall have available the remedy of Actual Damages and any other remedy available at law or equity.
- (2) Partial Default— In the event of a Breach, the State may declare a Partial Default. In which case, the State shall provide the Contractor written notice of: (1) the date which Contractor shall terminate providing the service associated with the Breach; and (2) the date the State will begin to provide the service associated with the Breach. Notwithstanding the foregoing, the State may revise the time periods contained in the notice written to the Contractor.

In the event the State declares a Partial Default, the State may withhold, together with any other damages associated with the Breach, from the amounts due the Contractor the greater of: (1) amounts which would be paid the Contractor to provide the defaulted service; or (2) the cost to the State of providing the defaulted service, whether said service is provided by the State or a third party. To determine the amount the Contractor is being paid for any particular service, the Department shall be entitled to receive within five (5) days any requested material from Contractor. The State shall make the final and binding determination of said amount.

- (3) Contract Termination— In the event of a Breach, the State may terminate the Contract immediately or in stages. The Contractor shall be notified of the termination in writing by the State. Said notice shall hereinafter be referred to as Termination Notice. The Termination Notice may specify either that the termination is to be effective immediately, on a date certain

in the future, or that the Contractor shall cease operations under this Contract in stages. In the event of a termination, the State may withhold any amounts which may be due Contractor without waiver of any other remedy or damages available to the State at law or at equity. The Contractor shall be liable to the State for any and all damages incurred by the State and any and all expenses incurred by the State which exceed the amount the State would have paid Contractor under this Contract. Contractor agrees to cooperate with the State in the event of a Contract Termination or Partial Takeover.

b. State Breach— In the event of a Breach of contract by the State, the Contractor shall notify the State in writing within 30 days of any Breach of contract by the State. Said notice shall contain a description of the Breach. Failure by the Contractor to provide said written notice shall operate as an absolute waiver by the Contractor of the State's Breach. In no event shall any Breach on the part of the State excuse the Contractor from full performance under this Contract. In the event of Breach by the State, the Contractor may avail itself of any remedy at law in the forum with appropriate jurisdiction; provided, however, failure by the Contractor to give the State written notice and opportunity to cure as described herein operates as a waiver of the State's Breach. Failure by the Contractor to file a claim before the appropriate forum in Tennessee with jurisdiction to hear such claim within one (1) year of the written notice of Breach shall operate as a waiver of said claim in its entirety. It is agreed by the parties this provision establishes a contractual period of limitations for any claim brought by the Contractor.

E.5. Incorporation of Additional Documents. Included in this Contract by reference are the following documents:

- a. The Contract document and its attachments
- b. All Clarifications and addenda made to the Contractor's Proposal
- c. The Request for Proposal and its associated amendments
- d. Technical Specifications provided to the Contractor
- e. The Contractor's Proposal

In the event of a discrepancy or ambiguity regarding the Contractor's duties, responsibilities, and performance under this Contract, these documents shall govern in order of precedence detailed above.

E.6. Date/Time Hold Harmless. As required by *Tennessee Code Annotated*, Section 12-4-118, the contractor shall hold harmless and indemnify the State of Tennessee; its officers and employees; and any agency or political subdivision of the State for any breach of contract caused directly or indirectly by the failure of computer software or any device containing a computer processor to accurately or properly recognize, calculate, display, sort or otherwise process dates or times.

E.7. Hold Harmless. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Contractor, its employees, or any person acting for or on its or their behalf relating to this Contract. The Contractor further agrees it shall be liable for the reasonable cost of attorneys for the State in the event such service is necessitated to enforce the terms of this Contract or otherwise enforce the obligations of the Contractor to the State.

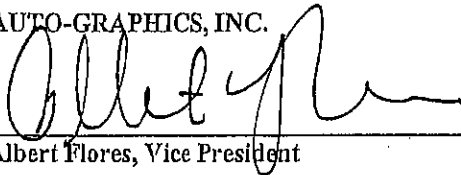
In the event of any such suit or claim, the Contractor shall give the State immediate notice

thereof and shall provide all assistance required by the State in the State's defense. The State shall give the Contractor written notice of any such claim or suit, and the Contractor shall have full right and obligation to conduct the Contractor's own defense thereof. Nothing contained herein shall be deemed to accord to the Contractor, through its attorney(s), the right to represent the State of Tennessee in any legal matter, such rights being governed by *Tennessee Code Annotated*, Section 8-6-106.

- E.8. Tennessee Consolidated Retirement System. The Contractor acknowledges and understands that, subject to statutory exceptions contained in *Tennessee Code Annotated*, Section 8-36-801, *et. seq.*, the law governing the Tennessee Consolidated Retirement System, provides that if a retired member returns to State employment, the member's retirement allowance is suspended during the period of the employment. Accordingly and notwithstanding any provision of this Contract to the contrary, the Contractor agrees that if it is later determined that the true nature of the working relationship between the Contractor and the State under this Contract is that of "employee/employer" and not that of an independent contractor, the Contractor may be required to repay to the Tennessee Consolidated Retirement System the amount of retirement benefits the Contractor received from the Retirement System during the period of this Contract.

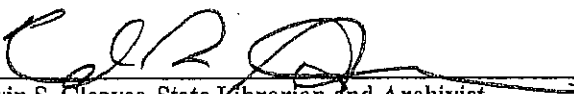
IN WITNESS WHEREOF:

AUTO-GRAPHICS, INC.

  
Albert Flores, Vice President

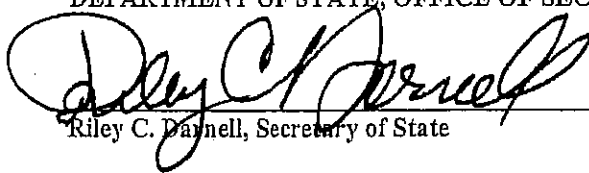
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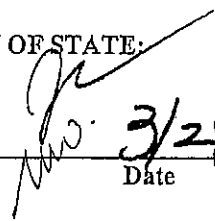
TENNESSEE STATE LIBRARY AND ARCHIVES:

  
Edwin S. Gleaves, State Librarian and Archivist

3-17-04  
Date


DEPARTMENT OF STATE, OFFICE OF SECRETARY OF STATE:

  
Riley C. Daynell, Secretary of State

 3/24/04  
Date

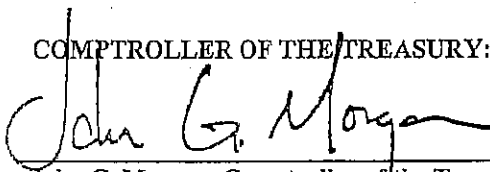
APPROVED:

DEPARTMENT OF FINANCE AND ADMINISTRATION:

  
M. D. Goetz, Jr., Commissioner

APR - 7 2004  
Date

COMPTROLLER OF THE TREASURY:

  
John G. Morgan, Comptroller of the Treasury

4-13-04  
Date